



**SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT**

FAS

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		Dept.	Contract Number
			SC097A	
County Department Public Works – Flood Control			Dept. 092 Orgn. 092	Contractor's License No. 701834
County Department Contract Representative Jerry Ivy, P.E., Chief			Telephone 387-7920	Total Contract Amount \$777,566.50
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				
If not encumbered or revenue contract type, provide reason: _____				
Commodity Code		Contract Start Date 6/3/03	Contract End Date	Original Amount \$777,566.50
Fund RFF	Dept. 092	Organization 092	Appr. 200	Obj/Rev Source 2445
Project Name Rialto Channel At Baseline Road, F01669 Contract Type - 1		GRC/PROJ/JOB No. 11F01669		
Estimated Payment Total by Fiscal Year				
FY 02/03		Amount \$777,566.50	I/D I	

THIS CONTRACT is entered into in the State of California by and between the San Bernardino County Flood Control District, hereinafter called the District, and

Name
KEC Engineering

Address
200 N. Sherman Avenue

Corona, CA 92882

Telephone
(909) 734-3010

Federal ID No. or Social Security No.
33-0641527

hereinafter called: Contractor

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

ARTICLE I. That for and in consideration of payment and agreements hereinafter mentioned to be made and performed by the County, and under the conditions expressed in the two bonds hereunto annexed, Contractor agrees with the County, at his own proper cost and expense, to do all the work and to furnish all the materials necessary to construct and complete in a good, workmanlike and substantial manner, this project to the satisfaction of the Director of Public Works in accordance with the following:

Plans entitled: Plans for Construction on Rialto Channel At Baseline Road Located In The City Of Rialto Of The County Of San Bernardino W.O. F01669

Standard Specifications and Standard Plans for the State of California, Department of Transportation, dated July 1992.

Special Provisions entitled: Special Provisions for Construction on Rialto Channel At Baseline Road 1237' West of Cactus Avenue; Length: 1275 L.F.; Work Order: F01669; Area: City of Rialto; System No.: 2-104-4

ARTICLE II. Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until its acceptance by the County, and for all risks of every description connected with the work; also for expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Auditor / Controller – Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Project: **Rialto Channel at Baseline Road**W.O. #: **F01669**Limits: **1237' West of Cactus Avenue**

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
1	1.00	L.S.	Mobilization	\$ 25,000.00	\$ 25,000.00
2	1.00	L.S.	Traffic Control System	\$ 6,000.00	\$ 6,000.00
3	360.00	L.F.	Temporary Railing(Type K)	\$ 7.00	\$ 2,520.00
4	1.00	L.S.	Temporary Road Widening	\$ 25,000.00	\$ 25,000.00
5	1.00	L.S.	Clearing and Grubbing	\$ 3,000.00	\$ 3,000.00
6	1.00	L.S.	Develop Water Supply	\$ 1,000.00	\$ 1,000.00
7	1.00	L.S.	Diversion and Control of Water	\$ 3,000.00	\$ 3,000.00
8	1.00	L.S.	Demolition	\$ 15,000.00	\$ 15,000.00
9	31,500.00	C.Y.	Channel & RCB Excavation	\$ 3.30	\$ 103,950.00
10	6,800.00	C.Y.	Channel & RCB Embankment (90% Compaction)	\$ 5.00	\$ 34,000.00
11	27,700.00	C.Y.	Disposal of Excess Material	\$ 4.25	\$ 117,725.00
12	470.00	C.Y.	Structural Backfill	\$ 16.00	\$ 7,520.00
13	1.00	L.S.	Shoring	\$ 10,000.00	\$ 10,000.00
14	100.00	TON	Asphalt Concrete (Type A)	\$ 80.00	\$ 8,000.00
15	50.00	C.Y.	Class 2 Aggregate Base	\$ 80.00	\$ 4,000.00
16	49.00	C.Y.	Class D Concrete(Wingwalls, Parapet & Junction Structures)	\$ 500.00	\$ 24,500.00
17	4.00	E.A.	Local Depression	\$ 1,500.00	\$ 6,000.00
18	4.00	E.A.	Curb Opening Catch Basin	\$ 5,000.00	\$ 20,000.00
19	2.00	E.A.	Construct Concrete Driveway	\$ 2,000.00	\$ 4,000.00
20	214.00	L.F.	Reinforced Concrete Box(12'x6')	\$ 625.00	\$ 133,750.00
21	2,845.00	LB.	Bar Reinforcing Steel (F)	\$ 1.50	\$ 4,267.50
22	170.00	L.F.	24" Reinforced Concrete Pipe(1350-D)	\$ 60.00	\$ 10,200.00
23	80.00	L.F.	27" VCP Sewer with Coupling & Concrete Cradle	\$ 200.00	\$ 16,000.00
24	1.00	L.S.	Temporary Sewer Bypass	\$ 5,000.00	\$ 5,000.00
25	1,125.00	C.Y.	Concreted-Rock Protection (1/4 Ton, Method A)	\$ 70.00	\$ 78,750.00
26	1,780.00	C.Y.	Rock Slope Protection (1/2 Ton, Method A)	\$ 35.00	\$ 62,300.00
27	375.00	C.Y.	Rock Slope Protection (Light, Method A)	\$ 35.00	\$ 13,125.00
28	1.00	EA.	Sloped Protection Barrier (12'x6')	\$ 8,000.00	\$ 8,000.00
29	370.00	L.F.	Chain Link Fence(Type CL-6)	\$ 20.00	\$ 7,400.00
30	2.00	EA.	Chain Link Gate, W=20' (Type CL-6)	\$ 900.00	\$ 1,800.00
31	90.00	L.F.	Chain Link Fence(Type 7)	\$ 70.00	\$ 6,300.00
32	340.00	L.F.	Thermoplastic Traffic Stripe, 4"	\$ 0.60	\$ 204.00
33	1.00	L.S.	Water Pollution Control Plan(WPCP)	\$ 2,000.00	\$ 2,000.00
34	1.00	L.S.	Miscellaneous Utilities Protect In Place (Existing water line, gas line, fiber optic line and power poles)	\$ 7,000.00	\$ 7,000.00
35	1.00	L.S.	Project Identification Sign	\$ 625.00	\$ 625.00
36	126.00	L.F.	Asphalt Concrete Dike	\$ 5.00	\$ 630.00

CONTRACT TOTAL:**\$****777,566.50**

ARTICLE III. The County hereby promises and agrees with Contractor to employ, and does hereby employ, Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and thereby contracts to pay the same at the time, in the manner and upon conditions above set forth, and the said parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. Contractor may, upon written request and at their expense, deposit substitute securities found in Government Code Section 16430 as authorized by Public Contract Code Section 22300 in lieu of retention monies withheld to insure performance.

ARTICLE V. It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VI. The Notice to Contractors of the Special Provisions with special attention to the Emerging Small Business Enterprise Program, Conflict of Interest, Former County Officials and prevailing wages is, by specific reference hereby, a part of this contract.

ARTICLE VII. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250 Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy and other applicable federal, state and COUNTY laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

ARTICLE VIII. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IX. By my signature hereunder, as Contractor, I certify that I am aware of the provisions and requirements of Sections 1777.5 and 1777.7 of the Labor Code relating to apprenticeship standards; and that I accept responsibility for compliance with the provisions of Section 1777.5 for all apprenticeable occupations pertaining to performance of work under this contract.

ARTICLE X. By my signature hereunder, as Contractor, I agree that County has the right to review, obtain and copy all records pertaining to performance of the contract. I agree to provide County with any relevant information requested and shall permit County access to company's premises upon reasonable notice for purposes on interviewing employees and inspecting records. I shall maintain all project records for at least three (3) years after final payment under the contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands.

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

KEC Engineering

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name James P. Elfring
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: _____

Address 200 N. Sherman Avenue
Corona, CA 92882

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to BOS for Signature

► _____
County Counsel

► _____

► _____
Department Head

Date _____

Date _____

Date _____